

MINUTE ITEM

8. ASSIGNMENT OF MINERAL EXTRACTION LEASE P.R.C. 1467.2, EMERSON A. RAY AND RICHARD CASTLE, SAN BERNARDINO COUNTY - W.O. 3695.

After consideration of Calendar Item 18 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO APPROVE THE ASSIGNMENT, FROM EMERSON A. RAY AND RICHARD CASTLE TO BEECHIE B. WALPOLE, OF MINERAL EXTRACTION LEASE P.R.C. 1467.2, COVERING 160 ACRES IN THE SW $\frac{1}{4}$ OF SECTION 16, T. 14 N., R. 12 E., S.B.B. & M., SAN BERNARDINO COUNTY. THE ASSIGNEE IS TO BE BOUND BY THE TERMS OF THE LEASE TO THE SAME EXTENT AS THE ORIGINAL LESSEE.

Attachment

Calendar Item 18 (1 page)

CALENDAR ITEM

18.

ASSIGNMENT OF MINERAL EXTRACTION LEASE P.R.C. 1467.2, EMERSON A. RAY AND RICHARD CASTLE, SAN BERNARDINO COUNTY - W.O. 3695.

Preferential Mineral Extraction Lease P.R. 1467.2 was issued to Emerson A. Ray on December 17, 1954, for a term of twenty years, and, on August 29, 1955 (Minute Item 29, Page 2527), was subleased to Richard Castle. Paragraph 5 of the lease provides:

"That the Lessee shall not transfer nor assign this lease and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained;"

An application has been submitted by Emerson A. Ray and Richard Castle, requesting the approval of the assignment of Mineral Extraction Lease P.R.C. 1467.2 to Beechie B. Walpole of Los Angeles. The annual rental fee for the lease year ending December 16, 1961, and the \$5 statutory filing fee have been paid. Total shipments of 9,147 tons of volcanic cinders have been made from this lease on which a royalty of \$182.94 has been paid.

IT IS RECOMMENDED THAT THE COMMISSION AUTHORIZE THE EXECUTIVE OFFICER TO APPROVE THE ASSIGNMENT, FROM EMERSON A. RAY AND RICHARD CASTLE TO BEECHIE B. WALPOLE, OF MINERAL EXTRACTION LEASE P.R.C. 1467.2, COVERING 160 ACRES IN THE SW $\frac{1}{4}$ OF SECTION 16, T. 14 N., R. 12 E., S.B.B.&M., SAN BERNARDINO COUNTY. THE ASSIGNEE IS TO BE BOUND BY THE TERMS OF THE LEASE TO THE SAME EXTENT AS THE ORIGINAL LESSEE.